

# State of Vermont

Buildings and General Services  
Office of Purchasing & Contracting  
10 Baldwin St  
Montpelier VT 05633-7501  
United States

## CONTRACT



**Vendor ID 0000321404**  
**Canon Solutions America, Inc.**  
**300 Commerce Square Blvd**  
**Burlington NJ 08016**  
**United States**

|   |   |                                    |
|---|---|------------------------------------|
| <b>Contract ID</b><br>0000000000000000000023848       |   | <b>Page</b><br>1 of 5              |
| <b>Contract Dates</b><br>01/01/2013 to 09/30/2015     | <b>Origin</b><br>CPS                      |                                    |
| <b>Description:</b><br>CPS-B/W & COLOR WALKUP COPIERS | <b>Contract Maximum</b><br>\$9,999,999.00 |                                    |
| <b>Buyer Name</b><br>Wortman,Linda                    | <b>Buyer Phone</b><br>828-5684            | <b>Contract Status</b><br>Approved |

**Phone #:**

| Line # | Item ID | Item Desc                                      | UOM | Unit Price | Max Qty | Max Amt |
|--------|---------|--|-----|------------|---------|---------|
| 1      |         | BLACK AND WHITE WALKUP MULTIFUNCTIONAL COPIERS | EA  | 0.01000    | 0.00    | 0.00    |

LEASING IS NOT AUTHORIZED UNDER THIS CONTRACT FOR ANY STATE AGENCIES.

PRICING FOR THIS CONTRACT IS AVAILABLE AT: <http://purchasing.state.nv.us/copiers/wsca.htm>

|   |  |                                      |    |         |      |      |
|---|--|--------------------------------------|----|---------|------|------|
| 2 |  | COLOR WALKUP MULTIFUNCTIONAL COPIERS | EA | 0.01000 | 0.00 | 0.00 |
|---|--|--------------------------------------|----|---------|------|------|

LEASING IS NOT AUTHORIZED UNDER THIS CONTRACT FOR ANY STATE AGENCIES.

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|   |  |         |    |         |      |      |
|---|--|---------|----|---------|------|------|
| 3 |  | SERVICE | EA | 0.01000 | 0.00 | 0.00 |
|---|--|---------|----|---------|------|------|

LINE ITEM #3 SHALL COVER SERVICES TO BE PROVIDED BY CANON SOLUTIONS AMERICA, INC SUCH AS SHORT TERM RENTALS, THE MOVING OF MACHINES, INSPECTION AND CLEAN-UP OF MACHINES AS REQUIRED. LABOR RATES FOR THIS SERVICE WILL BE QUOTED PER THE REQUESTED SERVICE. QUOTES CAN BE REQUESTED FROM CANON SOLUTIONS AMERICA, INC WILLISTON OFFICE AT 802-860-0744.

### CONTRACT TERMS AND ADDITIONAL INFORMATION

CONTRACT NUMBER: EFFECTIVE 1/1/2013 CONTRACT NUMBER 20551 WILL BE REPLACED BY CONTRACT NUMBER 000023848. THIS NEW CONTRACT # 00023848 INCORPORATES ALL OF THE TERMS AND CONDITIONS ASSOCIATED WITH THIS CONTRACT. THIS NUMBER SHOULD BE USED IN ALL FUTURE COMMUNICATIONS CONCERNING THIS CONTRACT.

THIS STATE OF VERMONT CONTRACT #23848 ("CONTRACT") IS WRITTEN UNDER THE AUTHORITY GIVEN TO THE COMMISSIONER OF BUILDINGS AND GENERAL SERVICES IN 29 VSA § 903A TO PARTICIPATE IN COOPERATIVE PURCHASING AGREEMENTS WITH OTHER STATES. THIS CONTRACT IS WRITTEN TO ALLOW THE STATE OF VERMONT ("STATE" OR "CUSTOMER") TO PARTICIPATE IN THE WESTERN STATES CONTRACTING ALLIANCE (WSCA) MASTER PRICE AGREEMENT #1715 WITH CANNON USA INC ("CANNON USA INC" OR "CONTRACTOR") ON BEHALF OF ITS AFFILIATED ENTITIES PROVIDING THE PRODUCTS AND SERVICES FOR THE PURCHASE OF BLACK AND WHITE AND COLOR WALKUP MULTIFUNCTIONAL COPIERS. THIS CONTRACT IS WRITTEN BASED ON THE REQUEST FOR PROPOSAL ISSUED BY THE STATE OF NEVADA ON BEHALF OF WSCA AND THE RESULTING WSCA MASTER PRICE AGREEMENT #1715 EFFECTIVE JUNE 1, 2009 ("WSCA AGREEMENT #1715"). THIS CONTRACT INCORPORATES THE SERVICES/PRODUCTS AND PRICING OF THE WSCA AGREEMENT #1715 AND ALL ITS TERMS AND CONDITIONS THAT ARE NOT IN CONFLICT WITH THE STATE OF VERMONT CONTRACT #23848, AND THE STATE OF VERMONT ADDITIONAL TERMS AND CONDITIONS COOPERATIVE PROCUREMENTS AS THE RELATIONSHIP APPLIES AND ACTIVITIES APPLY TO THE STATE OF VERMONT.

1. SCOPE: CONTRACTOR SHALL PROVIDE CANON BLACK & WHITE AND COLOR MULTIFUNCTIONAL COPIERS AND RELATED SOFTWARE PRODUCTS, TO THE STATE OF VERMONT UNDER THE TERMS OF THIS CONTRACT, INCLUDING THE WSCA AGREEMENT #1715, THE PARTICIPATING ADDENDUM WITH THE CONTRACTOR FOR WSCA AGREEMENT #1715, AND THE STATE OF VERMONT ADDITIONAL TERMS AND CONDITIONS COOPERATIVE PROCUREMENTS.

EFFECTIVE JULY 1, 2010, THE STATE HEREBY REQUIRES ALL NEW COPIERS PURCHASED UNDER THIS AGREEMENT TO CONTAIN ENCRYPTION SOFTWARE ON HARD DRIVES. THE VENDOR IS RESPONSIBLE FOR ENSURING THAT THE SOFTWARE IS INCLUDED IN THE PURCHASE OF EACH COPIER BY ADDING IT TO THE BASE PRICE OF ANY COPIER THAT CONTAINS A HARD DRIVE. THE CHANGE IN THE BASE PRICE OF THE COPIER HAS BEEN UPDATED AND IS REFLECTED ON THE VENDORS WEBSITE FOR THE STATE.

EFFECTIVE JULY 1, 2010, THE STATE HEREBY REQUIRES THE VENDOR TO REMOVE THE HARD DRIVE FROM ALL COPIERS PRIOR TO THE COPIER BEING REMOVED FROM AN AGENCY AND/OR DEPARTMENT OF THE STATE. HARD DRIVE REMOVAL REQUIREMENT ALSO APPLIES TO COPIERS BEING MOVED OR TRANSFERRED OUTSIDE OF A DEPARTMENT OR BUILDING, PER THE STATE'S DIGITAL MEDIA AND HARDWARE DISPOSAL POLICY AND STANDARD ([HTTP://DII.VERMONT.GOV/POLICY\\_CENTRAL](http://dii.vermont.gov/policy_central)). THE VENDOR IS RESPONSIBLE FOR PHYSICALLY HANDING THE HARD DRIVE TO THE APPROPRIATE AGENCY REPRESENTATIVE WHO WILL PROVIDE THE VENDOR WITH A CHAIN OF CUSTODY FORM TO BE SIGNED AND DATED REFLECTING THAT THE HARD DRIVE HAS BEEN REMOVED AND CUSTODY TURNED OVER TO THE AGENCY

2. TAX EXEMPTION: UNDER THIS CONTRACT, CONTRACTOR WILL WAIVE ALL TAXES FOR WHICH THE STATE OR OTHER PARTICIPATING ENTITY PROVIDES A TAX EXEMPT CERTIFICATE.

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| <b>Buyer Name</b><br>Wortman,Linda                    | <b>Buyer Phone</b><br>828-5684            | <b>Contract Status</b><br>Approved |

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3. ENTIRE CONTRACT: THE PARTICIPATING ADDENDUM, THE WSCA AGREEMENT #1715, AND THE STATE OF VERMONT ADDITIONAL TERMS AND CONDITIONS FOR COOPERATIVE PROCUREMENTS ARE HEREBY INCORPORATED INTO THIS CONTRACT. IF A CONFLICT EXISTS AMONG PROVISIONS WITHIN THE DOCUMENTS THAT FORM THIS CONTRACT, THE FOLLOWING ORDER OF PRECEDENCE WILL APPLY:

A. THIS CONTRACT #23848

B. THE STATE OF VERMONT ADDITIONAL TERMS AND CONDITIONS FOR COOPERATIVE PROCUREMENTS (EXHIBIT C)

C. THE PARTICIPATING ADDENDUM (EXHIBIT A - BASED ON CONTRACT # 20121 BETWEEN CANON USA INC AND THE STATE OF VERMONT AND WSCA MASTER CONTRACT #1715)

D. THE WSCA AGREEMENT #1715 (AVAILABLE AT <http://purchasing.state.nv.us/copiers/wsca.htm>)

4. TERMS: NET 30 DAYS

5. QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS.

6. DELIVERY: LIABILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND ACCEPTED IN ACCORDANCE WITH THIS CONTRACT. CONTRACTOR SHALL ENSURE THAT SHIPMENTS ARE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY CONTRACTOR.

7. PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED.

8. THE STATE DOES NOT AGREE TO REIMBURSE CONTRACTOR FOR EXPENSES UNLESS OTHERWISE SPECIFIED IN THIS CONTRACT OR ITS INCORPORATED ATTACHMENTS. THE CONTRACTUAL AUTHORITY, AS IDENTIFIED BY THE NOT TO EXCEED AMOUNT, DOES NOT OBLIGATE THE STATE OF VERMONT TO EXPEND FUNDS OR PURCHASE GOODS OR SERVICES UP TO ANY AMOUNT; THE PURCHASE AMOUNT WILL BE CONTROLLED BY THE INDIVIDUAL USING AGENCY'S PURCHASE ORDERS OR OTHER AUTHORIZED MEANS OR REQUISITION FOR SERVICES AND/OR GOODS AS SUBMITTED TO AND ACCEPTED BY THE CONTRACTOR.

9. QUALITY: ALL PRODUCTS PROVIDED BY CONTRACTOR UNDER THIS CONTRACT WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

10. METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING WRITTEN PURCHASE ORDER MUST BE ISSUED. PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

11. INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE CONTRACTOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

12. CANCELLATION:

A. TERMINATION WITHOUT CAUSE. ANY DISCRETIONARY OR VESTED RIGHT OF RENEWAL NOTWITHSTANDING, THIS CONTRACT MAY BE TERMINATED UPON WRITTEN NOTICE BY MUTUAL CONSENT OF BOTH PARTIES OR UNILATERALLY UPON 30 DAYS WRITTEN NOTICE BY EITHER PARTY WITHOUT CAUSE.

B. STATE TERMINATION FOR NON-APPROPRIATION. THE CONTINUATION OF THIS CONTRACT BEYOND THE CURRENT BIENNium IS SUBJECT TO AND CONTINGENT UPON SUFFICIENT FUNDS BEING APPROPRIATED, BUDGETED, AND OTHERWISE MADE AVAILABLE BY THE STATE LEGISLATURE AND/OR FEDERAL SOURCES. THE STATE MAY TERMINATE THIS CONTRACT, AND CONTRACTOR WAIVES ANY AND ALL CLAIM(S) FOR DAMAGES, EFFECTIVE IMMEDIATELY UPON RECEIPT OF WRITTEN NOTICE (OR ANY DATE SPECIFIED

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| <b>Contract Dates</b><br>01/01/2013 to 09/30/2015     | <b>Origin</b><br>CPS                      |                                    |
| <b>Description:</b><br>CPS-B/W & COLOR WALKUP COPIERS | <b>Contract Maximum</b><br>\$9,999,999.00 |                                    |
| <b>Buyer Name</b><br>Wortman,Linda                    | <b>Buyer Phone</b><br>828-5684            | <b>Contract Status</b><br>Approved |

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THEREIN) IF FOR ANY REASON THE CONTRACTING AGENCY'S FUNDING FROM STATE AND/OR FEDERAL SOURCES IS NOT APPROPRIATED OR IS WITHDRAWN, LIMITED, OR IMPAIRED.

C. CAUSE TERMINATION FOR DEFAULT OR BREACH. A DEFAULT OR BREACH MAY BE DECLARED WITH OR WITHOUT TERMINATION. THIS CONTRACT MAY BE TERMINATED BY EITHER PARTY UPON WRITTEN NOTICE OF DEFAULT OR BREACH TO THE OTHER PARTY AS FOLLOWS:

I. IF CONTRACTOR FAILS TO PROVIDE OR SATISFACTORILY PERFORM ANY OF THE CONDITIONS, WORK, DELIVERABLES, GOODS, OR SERVICES CALLED FOR BY THIS CONTRACT WITHIN THE TIME REQUIREMENTS SPECIFIED IN THIS CONTRACT OR WITHIN ANY GRANTED EXTENSION OF THOSE TIME REQUIREMENTS; OR

II. IF ANY STATE, COUNTY, CITY OR FEDERAL LICENSE, AUTHORIZATION, WAIVER, PERMIT, QUALIFICATION OR CERTIFICATION REQUIRED BY STATUTE, ORDINANCE, LAW, OR REGULATION TO BE HELD BY CONTRACTOR TO PROVIDE THE GOODS OR SERVICES REQUIRED BY THIS CONTRACT IS FOR ANY REASON DENIED, REVOKED, DEBARRED, EXCLUDED, TERMINATED, SUSPENDED, LAPSED, OR NOT RENEWED; OR

III. IF CONTRACTOR BECOMES INSOLVENT, SUBJECT TO RECEIVERSHIP, OR BECOMES VOLUNTARILY OR INVOLUNTARILY SUBJECT TO THE JURISDICTION OF THE BANKRUPTCY COURT; OR

IV. IF THE STATE MATERIALLY BREACHES ANY MATERIAL DUTY UNDER THIS CONTRACT AND ANY SUCH BREACH IMPAIRS CONTRACTOR'S ABILITY TO PERFORM; OR

V. IF IT IS FOUND BY THE STATE THAT ANY QUID PRO QUO OR GRATUITIES IN THE FORM OF MONEY, SERVICES, ENTERTAINMENT, GIFTS, OR OTHERWISE WERE OFFERED OR GIVEN BY CONTRACTOR, OR ANY AGENT OR REPRESENTATIVE OF CONTRACTOR, TO ANY OFFICER OR EMPLOYEE OF THE STATE OF NEVADA, STATE OF VERMONT OR ANY OTHER WSCA-PARTICIPATING STATE WITH A VIEW TOWARD SECURING A CONTRACT OR SECURING FAVORABLE TREATMENT WITH RESPECT TO AWARDED, EXTENDING, AMENDING, OR MAKING ANY DETERMINATION WITH RESPECT TO THE PERFORMING OF SUCH CONTRACT; OR

VI. IF IT IS FOUND BY THE STATE THAT CONTRACTOR HAS FAILED TO DISCLOSE ANY MATERIAL CONFLICT OF INTEREST RELATIVE TO THE PERFORMANCE OF THIS CONTRACT.

D. TIME TO CORRECT. TERMINATION UPON A DECLARED DEFAULT OR BREACH MAY BE EXERCISED ONLY AFTER SERVICE OF FORMAL WRITTEN NOTICE, AND THE SUBSEQUENT FAILURE OF THE DEFAULTING PARTY WITHIN THIRTY (30) CALENDAR DAYS OF RECEIPT OF THAT NOTICE TO PROVIDE EVIDENCE, SATISFACTORY TO THE AGGRIEVED PARTY, SHOWING THAT THE DECLARED DEFAULT OR BREACH HAS BEEN CORRECTED.

E. WINDING UP AFFAIRS UPON TERMINATION. IN THE EVENT OF TERMINATION OF THIS CONTRACT FOR ANY REASON, THE PARTIES AGREE THAT THE PROVISIONS OF THIS PARAGRAPH SURVIVE TERMINATION:

I. THE PARTIES SHALL ACCOUNT FOR AND PROPERLY PRESENT TO EACH OTHER ALL CLAIMS FOR FEES AND EXPENSES AND PAY THOSE WHICH ARE UNDISPUTED AND OTHERWISE NOT SUBJECT TO SET OFF UNDER THIS CONTRACT. NEITHER PARTY MAY WITHHOLD PERFORMANCE OF WINDING UP PROVISIONS SOLELY BASED ON NONPAYMENT OF FEES OR EXPENSES ACCRUED UP TO THE TIME OF TERMINATION;

II. CONTRACTOR SHALL SATISFACTORILY COMPLETE WORK IN PROGRESS AT THE AGREED RATE (OR A PRO RATA BASIS IF NECESSARY) IF SO REQUESTED BY THE CONTRACTING AGENCY;

III. CONTRACTOR SHALL EXECUTE ANY DOCUMENTS AND TAKE ANY ACTIONS NECESSARY TO EFFECTUATE AN ASSIGNMENT OF THIS CONTRACT IF SO REQUESTED BY THE CONTRACTING AGENCY;

IV. CONTRACTOR SHALL PRESERVE, PROTECT AND PROMPTLY DELIVER TO THE STATE ALL EQUIPMENT, DATA, PROPRIETARY INFORMATION AND ANY OTHER PROPERTY OWNED BY THE STATE THEN IN CONTRACTOR'S POSSESSION.

13. CONTRACT TERM: THIS CONTRACT WAS WRITTEN FOR A PERIOD OF 10 MONTHS TO ALIGN WITH THE WSCA/NEVADA CONTRACT #1715 WITH THE OPTION TO RENEW FOR TWO (2) ADDITIONAL ONE YEAR TERMS OR PORTIONS THEREOF, OR FOR ONE TWO YEAR TERMS OR PORTIONS THEREOF. THE TERM OF THIS CONTRACT IS JANUARY 1, 2013 TO JUNE 30, 2014.

14. VERMONT STATE COLLEGES: THIS CONTRACT IS ALSO AVAILABLE FOR USE BY THE UNIVERSITY OF VERMONT AND THE

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| <b>Description:</b><br>CPS-B/W & COLOR WALKUP COPIERS |                                | <b>Contract Maximum</b><br>\$9,999,999.00 |
| <b>Buyer Name</b><br>Wortman,Linda                    | <b>Buyer Phone</b><br>828-5684 | <b>Contract Status</b><br>Approved        |

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VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VERMONT, AND THE VERMONT TECHNICAL COLLEGE.

15. TOWNS AND SCHOOLS OF THE STATE OF VERMONT: POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN THIS CONTRACT AT THE SAME PRICES, TERMS AND CONDITIONS.

16. ADDITIONAL PURCHASERS: THE UNIVERSITY OF VERMONT, VERMONT STATE COLLEGES, POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE OF VERMONT ARE COLLECTIVELY DEFINED AS THE "ADDITIONAL PURCHASERS". ITEMS FURNISHED TO ADDITIONAL PURCHASERS WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE ADDITIONAL PURCHASERS; AND NEITHER THE STATE OF VERMONT NOR ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES SHALL ASSUME ANY RESPONSIBILITY OR LIABILITY FOR THESE PAYMENTS OR ANY OTHER ELEMENT OF "ADDITIONAL PURCHASERS" PARTICIPATION IN THIS CONTRACT.

17. INTER-AGENCY NOTICE: AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

18. SUPPLIER CONTACT FOR SERVICE:

KEVIN J. FISHER  
CANON SOLUTIONS AMERICA, INC  
520 AVE D  
WILLISTON, VT 05495  
PHONE: 802-238-3761 MOBILE: 802-238-3761  
FAX: 802-860-0739  
EMAIL: KEVFISHER@CSA.CANON.COM

19. REMIT PAYMENTS: PAYMENTS SHALL BE REMITTED TO THE FOLLOWING ADDRESS:

CANON SOLUTIONS AMERICA, INC  
PO BOX 417712  
BOSTON, MA 02241-7712

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

LINDA WORTMAN  
PURCHASING AGENT  
802-828-4658  
FAX # 802-828-2222  
linda.wortman@state.vt.us

AMENDMENT #1 - JUNE 2014 - THE STATE IS HEREBY ELECTING TO RENEW THIS CONTRACT FOR AN ADDITIONAL NINE MONTHS TILL MARCH 31, 2015 BASED ON AMENDMENT #4 TO THE WSCA CONTRACT #1715 THEREBY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT. PRICING, TERMS AND CONDITIONS REMAIN THE SAME.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO, OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

TERMS AND CONDITIONS: STATE OF VERMONT ADDITIONAL TERMS AND CONDITIONS TO THE NASPO TERMS AND CONDITIONS AND REQUIRED FORMS COOPERATIVE PROCUREMENTS CONTINUE TO APPLY.

AMENDMENT #2 - FEBRUARY 25, 2015 - THE STATE IS HEREBY ELECTING TO RENEW THIS CONTRACT FOR AN ADDITIONAL THREE MONTHS TILL JUNE 30, 2015 BASED ON AMENDMENT #5 TO THE WSCA CONTRACT #1715 THEREBY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT. PRICING, TERMS AND CONDITIONS REMAIN THE SAME.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO, OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT

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TERMS AND CONDITIONS: STATE OF VERMONT ADDITIONAL TERMS AND CONDITIONS TO THE NASPO TERMS AND CONDITIONS AND REQUIRED FORMS COOPERATIVE PROCUREMENTS CONTINUE TO APPLY.

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

LINDA WORTMAN  
PURCHASING AGENT  
802-828-4658  
FAX # 802-828-2222  
linda.wortman@state.vt.us

AMENDMENT #3 - JUNE 30, 2015 - THE STATE IS HEREBY ELECTING TO RENEW THIS CONTRACT FOR AN ADDITIONAL THREE MONTHS TILL SEPTEMBER 30, 2015 BASED ON AMENDMENT #6 TO THE WSCA CONTRACT #1715 THEREBY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT. PRICING, TERMS AND CONDITIONS REMAIN THE SAME.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO, OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT

ATTACHMENT C: ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS FOR CONTRACTS AND GRANTS DATED MARCH 1, 2015 SEE ATTACHED, WHICH SUPERSEDES ALL PRIOR VERSIONS OF ATTACHMENT C.

### WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

**By the STATE of VERMONT**

**By the CONTRACTOR**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_